

K# 9410



AGREEMENT

BY AND BETWEEN

PIAD PRECISION CASTING CORPORATION

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**IUE-CWA, THE INDUSTRIAL DIVISION OF THE COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO-CLC, AND LOCAL 88643**

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AGREEMENT

MADE THIS 30th DAY OF APRIL 2011

BY AND BETWEEN

PIAD PRECISION CASTING CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its domicile in the Township of Hempfield, County of Westmoreland and Commonwealth of Pennsylvania, hereinafter referred to as "Company"

AND

IUE-CWA, The Industrial Division of the Communications Workers of America, AFL-CIO-CLC, and Local 88643, hereinafter referred to as the "Union."

ARTICLE I - INTENT AND PURPOSE

It is the intent of this Agreement to maintain harmonious relations and promote closer cooperation between the Company and its employees for their mutual benefit, and set forth herein the basic Agreement covering rates of pay, hours of work, and other conditions of employment to be observed by the parties. It is hereby agreed that it is the duty of all parties to promote at all times, the progress of the Company by cooperation to the fullest extent on all matters in the operation of the Company such as safety, economy, quality and quantity of production, and both parties hereto pledge themselves to attempt to attain a mutual understanding of each other's problems.

ARTICLE II - RECOGNITION

2.01 In accordance with the Certification of the National Labor Relations Board dated April 30, 1970, the Company recognizes the Union as the exclusive bargaining agency with respect to wages, hours, and working conditions for all production and maintenance employees of the employer's Greensburg, Pennsylvania plant, after the probationary period herein set forth; excluding all office clerical employees and guards, professional employees and supervisors as defined in the National Labor Relations Act.

2.02 The term "employee" and "employees" as used in this Agreement shall mean respectively each employee and all employees of the Company who are included in said bargaining unit.

2.03 Any difference which shall arise between the Company and the Union as to whether or not any individual employee is or is not included within the term "employee" as hereinabove defined, shall be handled as a grievance in accordance with the procedure set forth in Article X of this Agreement.

2.04 The provisions of this contract shall be applied to all employees regardless of sex, marital status, race, color, creed, age or national origin. There shall be no discrimination or coercion against any employee because of his acting as an officer or in any other capacity on behalf of the Union. The use of the masculine pronoun in this Agreement shall be intended to include the feminine gender also.

ARTICLE III - UNION SECURITY

3.01 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the 30th day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on completion of a 90 calendar day probationary period, but not earlier than 30 days following the effective date of this Agreement, become and remain members in good standing in the Union.

In the event the number of discharges occurring in the last 30 days of the probationary period become abusive, this increase of the probationary period from 60 calendar days to 90 calendar days shall become subject to review and further negotiation.

3.02 Having once served and completed a probationary period, the employee who shall voluntarily terminate his employment and subsequently be rehired, shall not have to serve a second probationary period.

ARTICLE IV - DUES CHECK-OFF

4.01 The Company agrees, during the term of this Agreement, to a voluntary check-off of the Union dues and the Union initiation fee, if payable, of each Union member in its employ from whom written authorization and direction is received on the form attached hereto as Exhibit "F". The Company shall give the Financial Secretary-Treasurer of Local 88643 a check in the amount of the deductions so made no later than the 20th day of the current month, together with a list of the names and clock number of the employees from whose wages such deductions were made. Such deductions shall be made in the amounts certified in writing by the Union to the Personnel Department as the amount of the initiation fee and current monthly Union dues owed by the employee.

4.02 All new employees at the time of their employment, shall fill out a Union dues deduction authorization card, dated 30 days ahead, one completed half of this card to be turned over to the Union and the other completed half shall be retained by the Company.

ARTICLE V - BULLETIN BOARDS

5.01 It is agreed that the Company shall provide a bulletin board which may be used by the Union for the posting of notices. Union notices shall be restricted to the following types:

- (a) Notice of Union educational, recreational and social affairs.
- (b) Notice of Union elections, appointments and results of union elections.
- (c) Notice of Union meetings.
- (d) Other items requested by the Union may be posted by mutual consent.

5.02 No notice shall be posted containing material of a controversial nature or which might conflict with any government or military rules and regulations. The Union shall furnish the Company copies of all notices during the same day that such notices are so posted. Such notices shall be presented to the Company.

ARTICLE VI - MANAGEMENT CLAUSE

The management of the business and the direction of the working force, including the right to direct, plan and control plant operations, to hire, promote, transfer, suspend, discipline, or discharge employees for cause, or to relieve employees because of lack of sufficient work or for other legitimate reasons, to make and enforce shop rules and regulations including, but not limited to, a drug and alcohol policy, to introduce new and improved methods or facilities or to change existing methods or facilities, to purchase supplies for the performance of its business, to determine the products to be manufactured and the process and means of manufacture, to determine qualification of employees to perform designated work, are exclusively the right of the management of the Company, subject, however, to the provisions of this Agreement; provided that none of the above provisions shall be used for the purposes of discrimination against any employee because of his or her membership in the Union. Should a dispute arise concerning these management rights or responsibilities, the dispute should be treated in accordance with the provisions of the grievance procedure of this Agreement.

ARTICLE VII - RESPONSIBILITY OF THE PARTIES

7.01 During the term of this Agreement, the Union agrees not to authorize, assist, sanction or engage in a strike, work stoppage, or work slowdown.

7.02 Should any employee instigate or take part in any unauthorized work stoppage, strike or slowdown, the Company shall immediately notify the President of the Local Union, who shall take the necessary steps (including the posting of appropriate notices) to have the employee(s) concerned immediately returned to work.

(a) The Company shall have the right to discipline, up to and including discharge, any employee who instigates, or gives leadership to any activity hereinabove prohibited. If Company discipline in this regard is challenged through the grievance procedure and the same proceeds to arbitration, the arbitrator shall have the power to order back pay only upon a finding of innocence.

7.03 The Company agrees not to conduct a lockout during the term of this Agreement.

7.04 The Union agrees that working hours will be considered productive hours and that no Union work or activities will be conducted during such productive hours, except as otherwise provided in this Agreement.

7.05 The Company shall furnish the Union with the names of all new and recalled employees eligible for Union membership together with date of hiring, job classification, department and wage rate, together with a list of all employees subsequently laid off and terminated and reason for termination.

7.06 The Company shall also furnish the Union in writing all information concerning employee transfers, including temporary transfers which shall last for at least two days but not more than 10 days, and rate changes. The information shall be furnished to the Union on the first day following the effective change.

ARTICLE VIII - UNION REPRESENTATION

8.01 The Union shall certify in writing to the Company the names of its officers, its Executive Board members, its Grievance Committee members, its negotiating committee members and its Stewards, and any changes in these Union representatives as such changes occur during the term of this Agreement.

8.02 Stewards – The Company agrees that the Union shall be entitled to Union Stewards for the purpose of handling grievances as outlined in Article X.

8.03 Steward areas will be as follows:

- (a) Foundry
- (b) Tool Room
- (c) Cleaning Area

(d) When employment reaches 35 people in a specific area during the first shift, a second steward will be added. When employment reaches 55 people in a specific area during the first shift, a third steward will be added.

(e) The second shift shall have one steward for the three areas. When combined employment in all three areas reaches 35 people, a second steward will be added. When combined employment in all three areas reaches 55 people, a third steward will be added.

(f) The third shift shall have one steward for the three areas when five people are employed. When combined employment in all three areas reaches 35 people, a second steward will be added. When combined employment in all three areas reaches 55 people, a third steward will be added.

8.04 If a new production department is added, the Union may designate stewards for this department, and the new department will be included in those listed in Paragraph 8.03. If a production department is deleted, the steward will be eliminated.

8.05 Stewards shall handle grievances only within their own department or other agreed areas.

8.06 Grievance Committee – There will be a Grievance Committee consisting of three members of the Union who will meet with specified representatives of the Company in accordance with Step Three of the Grievance Procedure. Members of the Grievance Committee attending such meeting shall be paid by the Company for the time lost from regularly scheduled work. Such payment shall be at the employee's regular rate of pay. Employee members of the Grievance Committee absent from work on the day of such meeting but who attend such meeting shall be paid on the same basis as other members of the Grievance Committee.

8.07 Negotiation Committee – For the purpose of carrying on final grievance negotiations in an effort toward settlement before arbitration, the Union shall have a standing Negotiation Committee of not more than four members. This Committee shall also take up with Management matters involving collective bargaining (other than grievances) between the Company and the employees.

8.08 Shop Stewards, Grievance Committee members and Union officers, prior to leaving their place of work during their scheduled work shift, or for the investigation or handling of a grievance, shall obtain permission from his immediate supervisor, which permission shall not be unreasonably withheld.

8.09 The Company agrees that it will pay three employees, including employees who are Union officers, for time lost from regularly scheduled work at each Company-Union arbitration hearing on the basis of the employee's regular rate of pay.

8.10 The Chief Steward shall be called to investigate a grievance in the absence of a Shop Steward. The Shop Steward shall be permitted to call the Chief Steward for advice on a grievance.

8.11 Only in regard to Grievance Procedure or alleged grievance, the President (in his absence, the Vice President) and the Chief Steward shall have the right to make outgoing and intraplant phone calls and shall be notified immediately of any incoming calls. Shop Stewards shall have the right to make intraplant calls for this purpose only.

ARTICLE IX - VISITATION RIGHTS

9.01 Any authorized representatives of the Union not in the employ of the Company, and not to exceed two at any one time, shall, upon notification by the Union to the Company, have admission to the plant of the Company during working hours, for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or for assisting in the adjustment of grievances.

ARTICLE X - GRIEVANCE PROCEDURE

10.01 Any difference or disagreement between the parties or between any employee and the Company, involving the breach, the interpretation or the application of the provisions of this

Agreement or involving the discipline, suspension or discharge of any employee, shall constitute a grievance and shall be taken up in the manner hereinafter set forth.

10.02 The following procedure shall be followed in processing grievances.

10.03 Step One: The employee or employees and his Steward shall first take up the grievance orally with the Company representative designated by the Company. The representative shall give his answer within two working days. Written notification of a change of designated representative shall be given to the Union or the Chief Steward.

10.04 Step Two: A grievance appealed to Step Two shall be reduced to writing, signed by the employee and his or her Shop Steward or by a Steward alone, and shall be delivered to the Company representative within five working days after the date on which the Company representative's answer to Step One was received. Within two working days after the date he receives the grievance, the Company representative shall hold a meeting with the Shop Steward and/or the Chief Steward with or without aggrieved employee. As soon as possible, but not more than two working days after the conclusion of this Step Two meeting, the Company representative shall give three copies of this written answer on the grievance form to the Shop Steward or Chief Steward.

10.05 Step Three: If the Step Two answer to the grievance is not acceptable to the Union, the Chief Steward shall notify the Company Grievance Committee in writing of the rejection of the Step Two answer within five working days from receipt thereof, and such written rejection shall constitute an appeal of the grievance to the third step of the grievance procedure. Within 30 days following receipt by the Company's Grievance Committee, the Local Union Grievance Committee, and/or the International Representative of the Union and the grievant, if necessary, shall meet in an effort to settle the grievance. The Company shall give this answer in writing at the conclusion of such meeting.

10.06 All grievances based on alleged improper discharge, suspension or disciplining of employees shall be instituted at the Step Two of the Grievance Procedure; but no such grievance will be considered unless presented to the Company within five working days after written notice to the Union of a suspension, disciplining or discharge.

10.07 The grievance of a suspended, discharged or disciplined employee must be signed by the Steward and/or the employee affected.

10.08 In cases of discharge, suspension or discipline, the employee shall, upon his request, talk to either his Steward or to a member of the Grievance Committee before leaving the plant.

10.09 Any matter of an emergency nature or a general grievance may, after an oral discussion and mutual agreement between the Chief Steward, Union President, and the Company's Representative, be handled in accordance with Step Three of this Grievance Procedure.

10.10 It is understood and agreed that in Step Three of the Grievance Procedure, either party may have necessary persons present in order to fully ascertain the facts of the dispute.

10.11 It is understood that the time limits provided for in this Grievance Procedure may be extended by mutual agreement of the parties in writing.

10.12 Failure of either party to comply with the time requirements of Paragraphs 10.03, 10.04, 10.05 and 10.11 shall mean that the party failing to comply forfeits the grievance to the other party's satisfaction.

10.13 Parties agree that the meetings shall be scheduled at a mutually agreeable time, which would result in a minimum of work loss.

10.14 The use of the singular herein shall include the plural.

ARTICLE XI - ARBITRATION

11.01 If a grievance is not resolved in Step Three of the Grievance Procedure, it may be appealed to arbitration by the Union within 30 working days after receipt by the Union of the Company's Step Three answer. Such appeal must be in writing. Within this 30 day period, the Union Negotiating Committee may, by mutual agreement between the Company and the Union, meet with the Company in a final effort to settle the dispute without arbitration.

11.02 The parties shall meet within seven working days from the date the Union gives the Company notice as provided for in 11.01 above for the purposes of selecting an impartial arbitrator. If they are unable to agree, a request shall be submitted to the Federal Mediation Service by either party to provide a panel of seven arbitrators. Either party may reject the first panel supplied by the Federal Mediation Service within five working days after receipt thereof by written notice to the other party, and either party shall request a second panel of seven arbitrators from the Federal Mediation Service. From the original panel, or second panel, as the case may be, the parties shall each alternately strike one name until but one name remains, and the remaining one shall be the impartial arbitrator for the case.

11.03 Expenses incurred for the arbitrator's fees shall be borne equally by the parties. No arbitrator shall have the authority to add to, subtract from, or in any way change any of the terms or conditions thereto to this Agreement or any Agreement made supplementary thereto. No proposal to amend, modify or change any of the terms of this contract or to change, fix or establish any wage rate shall be subject to arbitration (except that an arbitrator may determine whether or not the rate established for a new or changed job bears a proper relationship to other jobs in the plant). The decision of the arbitrator shall be rendered within 30 days after submission of the dispute to him and his award within the scope of the issues submitted shall be binding.

ARTICLE XII - DISCIPLINE AND DISCHARGE

12.01 Employees who have completed their probationary period shall be discharged or suspended only for just and proper cause.

12.02 The Company shall provide the Union with immediate written notices of all discharges and suspension of employees.

12.03 In the event that it is found that the employee was unjustly discharged or suspended, he shall be reinstated without loss of pay or seniority. Such pay shall be calculated at the employee's straight time basis immediately prior to his discharge or suspension, plus any overtime he would have worked had he not been suspended.

12.04 Any employee who is absent for three consecutive work days and has not reported in shall be automatically discharged. The Chief Steward shall be notified during the second day.

ARTICLE XIII - HOURS OF WORK AND OVERTIME

13.01 The regular work week shall begin at 10:00 p.m. Sunday and shall consist of seven consecutive days. Insofar as production is needed, the regular working hours per day shall be eight and the regular working hours per week shall be 40, consisting of five regular workdays, Monday through Friday inclusive.

13.02 (a) The regular shifts and shift hours shall be as follows:

(1) Caster & Caster Helper

| | |
|-----------|------------------------|
| 1st shift | 6:00 a.m. – 2:00 p.m. |
| 2nd shift | 4:00 p.m. – 12:00 a.m. |

(2) Caster Cleaner

| | |
|-----------|------------------------|
| 1st shift | 6:30 a.m. – 2:30 p.m. |
| 2nd shift | 4:00 p.m. – 12:00 p.m. |

(3) Laborer

| | |
|-----------|------------------------|
| 1st shift | 6:00 a.m. – 2:00 p.m. |
| 2nd shift | 2:00 p.m. – 10:00 p.m. |
| 3rd shift | 10:00 p.m. – 6:00 a.m. |

(4) Mold Cleaner

| | |
|-----------|------------------------|
| 1st shift | 5:30 a.m. – 1:30 p.m. |
| 2nd shift | 3:00 p.m. – 11:00 p.m. |

(5) Smelter

| | |
|-----------|-----------------------|
| 1st shift | 5:00 a.m. – 1:00 p.m. |
| | 5:30 a.m. – 1:30 p.m. |

2nd shift 1:30 p.m. – 9:30 p.m.

3rd shift 9:00 p.m. – 5:00 a.m.

(6) Inspector

1st shift 6:00 a.m. – 2:00 p.m.

3rd shift 10:00 p.m. – 6:00 a.m.

(7) Shipper Receiver

1st shift 7:00 a.m. – 3:00 p.m.

(8) Maintenance

1st shift 5:30 a.m. – 1:30 p.m.

1st shift 6:30 a.m. – 2:30 p.m.

(9) Toolmaker

1st shift 6:00 a.m. – 4:00 p.m.

3rd shift 9:00 p.m. – 7:00 a.m.

(b) Following the ratification of the 2006 Agreement, all indirect employees must select the start times of their shifts. In case of a conflict where employees select the same start time, seniority will govern. Once selected, the employee must work their start time for six continuous months. Overtime not specifically requested by the Company may only be added to the end of the indirect employees scheduled shift. All work times are without lunch and include two 10-minute breaks.

| <u>Break time</u> | <u>1st Break</u> | <u>2nd Break</u> |
|---------------------------|-----------------------------|-----------------------------|
| 1st shift Foundry | 8:30 a.m. | 11:30 a.m. |
| 1st shift Cleaning Dept. | 9:00 a.m. | 12:00 p.m. |
| 1st shift Toolroom | 9:00 a.m. | 12:30 p.m. |
| 2nd shift all departments | 7:00 p.m. | 10:00 p.m. |
| 3rd shift all departments | 12:30 a.m. | 3:30 a.m. |

(a) Changes in the aforementioned hours, or the hours of a third shift, shall be determined by mutual agreement of the parties.

(b) Other than in an emergency situation, notice of a shift change, which shall commence on a Monday, shall be given to the affected employee on the previous Friday before lunch.

13.03 (a) All hours are paid at straight time except as follows:

- (1) All hours other than those in 13.02(b) worked over eight hours per day, will be paid at 1½ times the regular rate of pay.
- (2) All hours worked on Saturday at 1½ times the employee's regular rate of pay.
- (3) All hours worked on Sunday will be paid at twice the regular rate of pay except for the first three hours of the regular shift.
- (4) All hours worked on a holiday, as hereinafter specified, shall be paid at twice the regular rate, in addition to holiday pay.
- (5) Each employee working over two hours overtime either before or after his regular shift shall be paid an additional \$4.00 as meal money.
- (6) Hours worked prior to the employee's regular shift when the employee does not complete his regular shift, at the Company's request, will be paid at 1½ times the employee's regular rate of pay.

13.04 A Mold Cleaner, a Smelter and a Basic Laborer, if assigned, shall work 8:00 a.m. to 4:30 p.m., to be used only if an overtime problem arises.

In the event the Company desires to change this schedule, all changes shall commence at the beginning of the workweek after giving the Union one-week's notice.

13.05 Employees requested to work overtime during the regular workweek shall be notified four hours before their regular shift terminates, on the day of such request.

Those requested to work on Saturday or Sunday shall be notified four hours before their regular shift terminates, on the last preceding work day. The Company may request employees to stand by for possible overtime work, when the decision as to whether or not overtime work is necessary cannot be made until at or near the end of the shift.

13.06 (a) Overtime work in the Toolroom shall be determined by the business requirements and shall not be subject to rotation. If a particular mold requires overtime work, the employee working on said mold shall be first offered overtime. The Company agrees to equalize overtime to the extent practical and further agrees that no Toolroom employee shall be offered more than 20 hours of overtime more than any other Toolroom employee in any calendar quarter and more than 30 hours of overtime more than any other Toolroom employee on an annual basis.

senior affected first. In the event two employees were hired on the same day, for seniority purposes, their seniority shall be in alphabetical order.

(c) Employees subject to layoff may replace a less senior employee in another occupation if qualified to perform the work.

(d) In the event an employee bumping down under the provisions of this Article cannot perform the work of a less senior employee within a 60-day trial period, he shall be laid off with recourse to the Grievance Procedure. A determination may be made sooner and if unfavorable to the employee, he shall have recourse to the Grievance Procedure.

(e) The Company shall not hire any new employees where there are employees on the laid-off list who have previously established qualifications to perform the work.

(f) The Company will give the Union three working days notice of proposed layoff. A list of the employees in each classification to be laid off shall accompany such notice.

15.07 (a) Employees on layoff shall be recalled in strict seniority with the most senior man called back first. There shall be no bidding for job openings arising as a result of layoff recall. If there is a new job opening, not arising as a result of layoff, it shall be subject to bidding and if no member currently employed shall bid the job, the most senior employee on layoff shall be given an opportunity to qualify under 15.10 before any non-member is hired.

(b) Notice of recall shall be given by telegram, the receipt of which at the employee's last recorded address in the Personnel Department shall be considered official notice. Recalled employees shall be given at least ten workdays notice from the date of the sending of the telegram to the date they are required to report for work.

(c) As a result of layoff bumping, an employee may elect to remain in the "bumped job classification" and shall be permitted to do so after notifying the Company in writing. A copy of the notification shall also be given to the Steward.

(1) In the event of a reduction in workforce, an employee reclassified into the basic labor classification shall be paid the maximum labor wage rate.

15.08 In the event of a reduction in the workforce or layoff, the President, Chief Steward and the Shop Steward of the Local Union may be bumped down in classification but not out of the department and will be the last employees within the department to be laid off.

PROMOTION

15.09 (a) In all cases of job bidding as a result of a vacancy or new position, the most senior employee shall be given a training period of up to 90 days to determine his qualifications to perform the job requirements satisfactorily, except in such cases as the Company and Union may agree that the most senior employee does not possess the necessary background or physical ability for the available position. A determination as to progress may be

13.08 It is expressly agreed that throughout this Agreement where the term hourly rate or straight time rate is used, in connection with compensatory payments, when the same is applicable to any employee on an incentive rate, this shall be determined by averaging his hourly or straight time rate by the number of hours worked in the last four preceding pay periods.

13.09 Overtime lists shall be posted on a weekly basis and equalized quarterly within classifications, with the exception of those employees used for purposes of "Inventory Taking."

ARTICLE XIV - REPORT AND CALL-IN PAY

14.01 Any employee who reports for work as scheduled and has not been notified by the Company at least eight hours in advance not to report for work will receive four hours of work or pay at his regular rate for such period, inclusive of shift differential. If employee has qualified for overtime in accordance with the overtime provisions of this Agreement, overtime rates based on the provisions of this Agreement will be paid.

14.02 Any employee who is called in to work after having completed his tour of duty but before commencing his next tour of duty, will receive at least four hours of work or pay at his regular rate for such period, inclusive of shift differential. If the employee has qualified for overtime in accordance with the overtime provisions of this Agreement, overtime rates based on the provisions of this Agreement will be paid.

ARTICLE XV - SENIORITY AND RECALL, PROMOTION, TRANSFER AND PROBATION

15.01 Seniority is defined as the length of time equal to each employee's accumulated service with the Company since the first day of hire. In the event that two employees were hired on the day, their seniority shall be in alphabetical order.

15.02 Seniority is lost and the employee shall have no right to recall or to continued employment for any of the following reasons:

- (a) Resignation, voluntary termination of employment, or retirement.
- (b) Discharge for cause.
- (c) Failure to report for work within ten days after recall.
- (d) Failure to report for work within five working days after termination of any leave of absence.
- (e) For employees with less than one year of seniority, layoff for a period equal to their accumulated seniority. For employees with one or more years of seniority, _____ accumulated seniority or layoff for 36 months.
- (f) Failure to report for work within five days after the end of a period for which Worker's Compensation is paid and accepted by the employee, or five days after a final determination of the employee's ability to return to work has been made. The employee shall

provide the Employer with written notification of his intention to file an appeal within five days of receiving notice that his Worker's Compensation benefits have been terminated.

(g) An employee is absent from work due to a non-work related injury or illness for a period of 24 consecutive months.

(h) An employee is absent from work due to a work-related injury or illness for a period of 36 consecutive months.

(i) An employee who accepts a transfer or is promoted outside the bargaining unit for a period in excess of one year.

(j) An employee who accepts gainful employment while on approved leave of absence.

(k) An employee is absent from work without notice (no call/no show) for three consecutive workdays, unless the employee has been excused from work prior to the absence or unless it is impossible for the employee to contact the Employer due to unusual circumstances outside the employee's control (e.g., injury or illness).

15.03 Employees hired after a break in seniority will be credited with their documented seniority prior to the break upon re-employment in accordance with 15.01 and 15.02.

15.04 Employees will be granted shift preference in accordance with their seniority and ability to do the work. Their shift preference as a result of seniority will be granted within 10 working days of request.

15.05 The Company will furnish the Union with an up-to-date seniority list of all employees covered by this Agreement every six months.

LAYOFF AND RECALL

15.06 (a) For the purpose of reduction of work force, employees may be laid off from any of the following classifications:

- (1) Toolroom employees, including Tool Makers Group A, Tool Makers Group B, Tool Makers Group C, and Maintenance Man.
- (2) Foundry employees including Mold Cleaner, Smelters, Casters and Caster-Helpers.
- (3) Cleaning Department employees including Shipper-Receiver, Caster-Cleaner and Inspector.
- (4) Basic Labor.

(b) In the event a reduction in the work force is required in a given classification, employees shall be reduced or transferred in strict seniority order with the least

senior affected first. In the event two employees were hired on the same day, for seniority purposes, their seniority shall be in alphabetical order.

(c) Employees subject to layoff may replace a less senior employee in another occupation if qualified to perform the work.

(d) In the event an employee bumping down under the provisions of this Article cannot perform the work of a less senior employee within a 60-day trial period, he shall be laid off with recourse to the Grievance Procedure. A determination may be made sooner and if unfavorable to the employee, he shall have recourse to the Grievance Procedure.

(e) The Company shall not hire any new employees where there are employees on the laid-off list who have previously established qualifications to perform the work.

(f) The Company will give the Union three working days notice of proposed layoff. A list of the employees in each classification to be laid off shall accompany such notice.

15.07 (a) Employees on layoff shall be recalled in strict seniority with the most senior man called back first. There shall be no bidding for job openings arising as a result of layoff recall. If there is a new job opening, not arising as a result of layoff, it shall be subject to bidding and if no member currently employed shall bid the job, the most senior employee on layoff shall be given an opportunity to qualify under 15.10 before any non-member is hired.

(b) Notice of recall shall be given by telegram, the receipt of which at the employee's last recorded address in the Personnel Department shall be considered official notice. Recalled employees shall be given at least ten workdays notice from the date of the sending of the telegram to the date they are required to report for work.

(c) As a result of layoff bumping, an employee may elect to remain in the "bumped job classification" and shall be permitted to do so after notifying the Company in writing. A copy of the notification shall also be given to the Steward.

(1) In the event of a reduction in workforce, an employee reclassified into the basic labor classification shall be paid the maximum labor wage rate.

15.08 In the event of a reduction in the workforce or layoff, the President, Chief Steward and the Shop Steward of the Local Union may be bumped down in classification but not out of the department and will be the last employees within the department to be laid off.

PROMOTION

15.09 (a) In all cases of job bidding as a result of a vacancy or new position, the most senior employee shall be given a training period of up to 90 days to determine his qualifications to perform the job requirements satisfactorily, except in such cases as the Company and Union may agree that the most senior employee does not possess the necessary background or physical ability for the available position. A determination as to progress may be

made sooner, by the Company, and if unfavorable to employee, the employee shall be reassigned to his old job with recourse to the Grievance Procedure.

(b) The Company shall post notice of any vacancies or job openings (other than at the basic labor grade), for a period of three days and advise the qualifications required. The Union will promptly advise the Company if any member of the bargaining unit is interested. All posted jobs are to be filled within 10 days of the original posting. However, if a job is filled as a result of a down bid, Company shall have the right to hold the successful bidder at his former position for 30 calendar days from the end of the three-day bidding period.

For the period May 1, 2011 through April 30, 2012 only three vacancies or job openings plant-wide shall be filled as a result of a down bid. From May 1, 2012 through April 30, 2013 only three vacancies or job openings plant-wide shall be filled as result of a down bid. Thereafter in the final contract year only two vacancies or job openings plant wide shall be filled as a result of a down bid.

The foundry employees: casters, caster-helpers, smelters and arid mold cleaners, are restricted to two down bids in the first year of the contract, two down bids in the second year of the contract, and one (1) down bid in the final year of the contract.

(a) After bidding for a Tool Maker position, where it is reasonable to assume no member of the unit who has bid for the job has the necessary qualifications, the Company shall be free to hire, with notification to the Union.

(b) Nothing contained herein shall in any way limit the Company's right to hire any new employees.

(c) Vacancies created by successful bidders shall be posted and filled in line with the above procedure. The mere fact that there has been a successful bid for a vacancy does not of itself create another vacancy. The number of jobs in any classification shall be determined solely by the company.

(d) Effective May 1, 1985, any employee having bid into the position of Casters, Mold Cleaners and Smelters shall not be permitted to "down bid" for a period of one year.

(e) After completion of the 90-calendar day probationary period, the Union will be notified immediately in writing of the hiring of new employees and for what position they have been hired.

15.10 After job bidding, during the 90-day training period, the employee shall be assigned to the first shift or a shift of the Company's choice. There will be no reassignment of employees from one shift to another in order to make available space for training of employees.

15.11 Bidding down will be permitted; however, thereafter an employee shall not be permitted to bid on any job opening until six months have elapsed from the commencement of the "down bid job."

TRANSFER

15.12 If the Company shall determine that it is necessary to adjust work schedules to meet business requirements, employees shall be reclassified, subject to the following:

(a) Reclassification shall be on the basis of seniority and, if upward, under the provisions of Section 15.09(b).

(b) An employee reclassified to a higher occupation shall be paid the higher rate during such time as he works in that occupation.

(c) Temporary transfers will not exceed 10 days and shall be made where practical, but not mandatory, on the basis of seniority and an employee so transferred shall be paid the higher of his regular hourly rate or the rate of the occupation. Temporary transfers may be extended up to four weeks in case of vacation, sickness, accident and workers' compensation.

(d) In the event an employee is reclassified or temporarily transferred to an occupation in which the employee has previously qualified for the highest rate, he shall be paid that rate.

(e) Temporary transfer slips will be given to the department's steward if the transfer is to exceed a two-day period.

(f) In the event an employee provides a doctor's report that the employee will be off in excess of 30 days as a result of an accident, illness, or workers' compensation claim, a temporary bid to fill the job will be posted within five working days from the Company's receipt of the doctor's report. It is understood that the person bidding this job will hold the job only until the original employee returns. The Company is not obligated to transfer the successful temporary bidder until the Company deems such transfer is necessary.

(g) For the purpose of temporary transfer, a backup list shall be available for volunteers to sign for all three shifts for the positions of mold cleaner, smelter and shipper/receiver. The Company selection shall be arbitrary and within the sole discretion of the Company and not subject to the grievance procedure.

For the purpose of temporary transfer, a backup list shall be available for volunteers for the positions of caster-helper (one for each shift), based on seniority. Only employees in the caster cleaner classification are eligible for the caster-helper backup bid.

(h) No transfer shall be made into the foundry unless all casters are casting and all caster-helpers are helping.

15.13 (a) An employee may request a transfer by presenting such request in writing to his or her supervisor, stating the reason why the transfer is requested. If such transfer is requested for a legitimate reason, it shall be considered by the Company and granted when practicable in accordance with the seniority provisions of this Agreement.

(b) A transfer for health reasons supported by a doctor's certificate, acceptable to the Company, shall be granted, when practicable, as soon as arrangements can be made for same. The Company may require a physical examination of the employee by a doctor of its choice.

PROBATION

15.14 The first 90 days of employment shall be a probationary period during which the employee may be discharged by the Company without recourse by the employee or the Union. No benefits shall be payable to employees until completion of 90 calendar days of employment.

15.15 Employees shall have no seniority rights during their 90-day probationary period; however, an employee's seniority after completion of his probationary period shall begin with the first day of his employment.

ARTICLE XVI - LEAVE OF ABSENCE

16.01 Upon 15 days prior written notice to the Company by the Union, the Company will grant elected Union officers including the President, Senior Vice President, Secretary, Treasurer and Chief Steward of the Local Union, not to exceed two in number at one time, a leave of absence without pay of not less than seven days for the purpose of attending to Union business. The leave of absence to the second employee shall only be granted once each contract year.

16.02 An employee, because of non-occupational injury, non-occupational illness or maternity leave, shall be permitted to be absent from work for such period of time as designated by employee's doctor's report. Such employee shall also submit to the Company a doctor's certificate, satisfactory to the Company, upon his return to employment, certifying his fitness to perform the work required.

16.03 An employee who is a member of the National Guard or the Reserve Components of the Armed Forces will be granted a leave of absence for up to two weeks when ordered to duty for annual training, upon presentation by the employee of official evidence that such training is ordered. The employee will be paid by the Company the difference between what he would have earned at work during regular working hours and the payment he receives for his military training. Should such training fall during an employee's vacation, he will be permitted to reschedule his vacation.

16.04 Upon written request, the Company may grant employees short leaves of absence without pay for valid reasons other than those specified herein, which shall be deemed authorized leaves of absence.

16.05 If employment is taken elsewhere during the period of leave of absence, the employee shall be considered to have quit without notice, except for authorized leaves of absence for Union business.

16.06 Any employee returning from an authorized leave of absence shall be restored on a seniority basis to his former position or to a position of like status, or in accordance with the wage and seniority provisions of this Agreement plus any general wage increases.

ARTICLE XVII - WAGE AND JOB CLASSIFICATION

17.01 The Labor grades basic hourly rates and the distribution of job classifications as set out in Exhibits "A" and "C" shall remain in effect during the term of this Agreement, subject however, to the other provisions of this Agreement, with respect to the creation of new or revised job classifications and the establishment of rates of pay thereof.

17.02 The Company shall furnish the Union with job descriptions for all existing jobs.

17.03 When new jobs are created, or existing jobs revised by the Company, the Company shall prepare a "job description" for such new or revised job and wage rate. Each job description shall indicate what work is done on the job and what tools and equipment are to be used. Job description and wage rate shall be reviewed with the Union. Any disagreement concerning the labor grade to be designated for a new or revised job shall be subject to the grievance and arbitration procedures provided in Articles X and XI of this Agreement, with the understanding that the arbitrators shall designate which of the labor grades set forth in Exhibit "B" shall be applicable.

17.04 Employees who work any shift other than the first shift as outlined in section 13.02(a) are entitled to 40 cents shift differential. Employees who work first shift, and whose overtime hours are on the second or third shift, will not be entitled to a shift differential.

17.05 Wages shall be paid either by check to the employee every Friday, or by direct deposit into the Bank of Employee's choice every Friday. As to employees working the second or third shift, checks shall be available Thursday, and direct deposit shall be made Friday morning. Such payment will be for the week of work, two weeks preceding the week in which payment is made. Any employee who has an unexcused absence or leaves early on a Friday shall not be paid until the end of the shift on Friday for eight consecutive weeks.

17.06 If an employee is unable to complete the balance of his or her scheduled hours as the result of an occupational injury, he or she shall receive pay for the day on which such injury occurs.

17.07 The Company presently has in effect an incentive program based on a per mold basis. From time to time the parties agree to meet to review the program and attempt to negotiate any necessary changes. In the event the parties cannot agree to a necessary change, the applicable standard shall be determined by the Standard Industrial Method, subject to the Grievance Procedure herein provided.

17.08 The Union may form a three man caster committee for the purpose of reviewing weekly production schedules and to make suggestions as to the distribution of molds.

ARTICLE XVIII - HOLIDAYS

18.01 The following days shall be considered paid holidays for the purpose of this Agreement. If one of the holidays hereinafter mentioned shall fall on Saturday or Sunday, either the preceding Friday or the following Monday shall be considered a holiday in lieu thereof:

| | | | |
|---|------------------|----|---------------------------------|
| 1 | New Years Day | 8 | Day after Thanksgiving |
| 2 | Good Friday | 9 | First day of Buck Season |
| 3 | Memorial Day | | First Monday after Thanksgiving |
| 4 | Independence Day | 10 | Day before Christmas |
| 5 | Labor Day | 11 | Christmas Day |
| 6 | Veterans' Day | 12 | & Two days of choice, both of |
| | November 11 | 13 | which will require a 24 |
| 7 | Thanksgiving Day | | hour advance notice |

In the event consecutive holidays fall on a Saturday and Sunday, the previous Friday and subsequent Monday shall be observed as holidays. In the event consecutive holidays fall on Sunday and Monday, the employees shall be given a choice whether to observe the holiday the previous Friday or the subsequent Tuesday.

18.02 Holiday pay shall be the employee's basic straight time rate.

18.03 An employee working on a holiday shall be paid two times his regular hourly rate for all hours worked in addition to holiday pay.

18.04 (a) No sick pay shall be available for time off on the following days:

- The day before and the day after Veterans' Day is observed as a holiday.
- The day before Thanksgiving Day and the day after the First Day of Buck Season.
- The day before Christmas Eve is observed as a holiday and the day after Christmas is observed as a holiday.

Vacation days may be taken on the above-referenced days with no restriction as to the number of employees able to take vacation.

(b) An employee is entitled to holiday pay if he has worked any one day during the pay period in which the holiday falls, and in cases of the following absence an employee shall be entitled to holiday pay: an employee absent from work on account of a Company-connected compensable illness or injury shall receive his full holiday pay during the first 60 calendar days of such absence; and an employee absent from work for any other illness shall receive his full holiday pay during the first 60 calendar days of such absence.

ARTICLE XIX - VACATION

19.01 Employees hired before the effective date of the 2006 agreement, will be entitled to paid vacations as follows:

| | |
|----------------------------|-------------|
| After one year of service: | 1 week |
| After two years: | 2 weeks |
| After five years: | 3 weeks |
| Each additional two years: | 1 extra day |
| After fifteen years: | 4 weeks |

In addition, each employee hired before the effective date of the 2006 agreement shall receive a \$10.00 bonus for the first week vacation, an additional \$10.00 bonus for the second week vacation, and an additional \$30.00 bonus for the third week vacation which employee is entitled to in any given years.

Employees hired after the effective date of the 2006 agreement will be entitled to paid vacation as illustrated below. Employees hired after the effective date of the 2006 agreement will not be entitled to any vacation bonus:

| | |
|----------------------------|---------|
| After one year of service: | 1 week |
| After three years: | 2 weeks |
| After eight years: | 3 weeks |
| After twenty years: | 4 weeks |

19.02 A day's vacation pay shall be calculated by multiplying the employee's straight time rate by eight hours, and a Toolroom employee's straight time rate by 10 hours, and a week's vacation pay shall be calculated by multiplying the employee's straight time rate by 40 hours.

19.03 The Company will attempt to give employees the preference as to the vacation time in line with seniority and as far as practicable consistent with efficient operations.

19.04 When an employee is terminated for any reason, he or she shall receive his or her earned vacation pay and any accrued vacation credit toward his next vacation at 1/12th for each month worked since his or her last anniversary date. When an employee is laid off, he or she shall have the option of not receiving his earned or accrued vacation pay and upon his recall shall be entitled to whatever earned or accrued vacation he may have to his credit.

19.05 Returning employees who have completed military service shall be treated as having worked continuously for the purpose of computing length of vacation.

19.06 The vacation schedule shall be posted between March 1 and April 1 of each year. After April 1 of each year, any employee having signed for a vacation during the March 1 to April 1 period shall not lose his request for vacation to a more senior employee requesting the similar vacation period unless the more senior employee also signed for the vacation during the March 1 to April 1 period. The Company shall notify each employee requesting vacation, in writing, no later than April 30, if their requested vacation is not approved.

19.07 The Company shall be permitted to close its operation for a period of five work days for maintenance purposes, between July 1 and August 31, these weeks shall be charged to all employees as vacation time. In the event an employee has not accrued sufficient vacation to cover the shutdown period, he can use available sick days. Notice of the maintenance shutdown shall be posted by February 1 of each year. In the event in any year the Company shall elect not to schedule a plant-wide shutdown, this shall not in any way effect their right to so schedule a plant-wide shutdown in a subsequent year.

If there are insufficient volunteers to perform the necessary maintenance, a maximum of 14 foundry and cleaning department employees will be required to work during this period. Their selection is to be based on reverse seniority. Maintenance personnel are required to work during this shutdown.

All shutdown employees will be required to work a minimum of five work days during the shutdown period. During the shutdown period, hours worked on Saturday and Sunday will only be paid at time and one-half for hours worked in excess of eight hours during any work day and 40 during any work week. Any employee who fails to work as scheduled during the vacation shutdown shall forfeit his right to daily overtime (i.e. overtime after eight hours during any work day).

19.08 Request for vacation shall be made as follows:

- | | | |
|-----|---|--|
| (a) | One Day: | 24 hours advance notice prior to the start of shift, not including Saturdays or Sundays. |
| (b) | More than one day and less than three days: | 7 days notice. |
| (c) | Three or more days: | 14 days notice. |

19.09 An employee, who in the course of a year, from anniversary date to anniversary date, if off work and covered by Workers' Compensation Payments shall be entitled to a vacation as if he had worked a full year, if he has worked 1,040 hours during said anniversary year. Employees who are off during the anniversary year as a result of a layoff, shall receive a prorated vacation based on months actually worked.

19.10 Employee shall be given credit for a month worked towards vacation calculation, if in any given calendar month he worked 128 hours.

19.11 In the event an Employee takes a full week (40 hours) of vacation time, the Company, if requested, will advance a sum equal to one week of vacation pay.

19.12 The following are the maximum number of people permitted to be off work at any given time:

| | |
|------------------|-----------------------|
| Casters | 5 per day |
| Caster Helpers | 4 per day |
| Caster Cleaners | 4 per day |
| Toolroom | 2 per day |
| Smelters | 2 per day/1 per shift |
| Inspection | 1 per day |
| Maintenance | 1 per day |
| Mold Cleaners | 1 per day |
| Shipper-Receiver | 1 per day |
| Laborer | 1 per day |

19.13 In the event an employee has unused vacation time at the end of his anniversary year, the Company is willing to pay for the unused vacation time at his straight time hourly rate.

ARTICLE XX - BEREAVEMENT PAY

20.01 After 90 days of continuous employment, upon notification to the Company, a full-time employee will be eligible for bereavement pay for actual working time lost for up to three days, including the day of the funeral, in case of death of a member in the immediate family. A member of the immediate family will be defined as father, mother, husband, wife, sister, brother, children, stepchildren, grandparents, mother-in-law, father-in-law, or stepparents. An eligible employee shall receive two days of bereavement pay for actual working time lost (including the day of the funeral) in the event of the death of a grandchild. In addition, an eligible employee shall receive one day of bereavement pay for actual working time lost (including the day of the funeral) in the event of the death of a brother-in-law, sister-in-law, aunt or uncle.

Bereavement pay is defined as up to eight hours of pay at the employee's regular monthly hourly rate for each day or part thereof that is lost. Toolroom employees shall be paid up to 10 hours of pay at their regular hourly rate for each day or part thereof that is lost.

Adequate verification shall be provided.

20.02 In the event of the parent, spouse, child, brother or sister, or any dependent child residing in the employee's household, dying during an employee's vacation, he shall have additional bereavement time.

ARTICLE XXI - JURY DUTY PAY

21.01 After 90 days of continuous employment, the Company will compensate an employee for loss of wages which may be incurred through jury duty. Any hourly employee on authorized absence for jury duty shall be paid an amount equal to the difference between what he would have earned at his regular hourly rate, including shift differential had he been at work, and the pay received for jury duty.

ARTICLE XXIX - MOVEMENT OF WORK

29.01 Employees will have the right of preferential transfer if the Company discontinues the work performed at the Greensburg, Pennsylvania, plant to a new location and will carry all service credits and seniority accrued by them.

29.02 In the event the new location is outside a 50-mile radius from the present Greensburg, Pennsylvania location, the Company agrees to reimburse any employee so transferring the cost of moving his or her household goods, not to exceed the sum of \$300 to a new residence, which residence shall be at least 35 miles from the former residence.

29.03 The sum to be reimbursed shall be placed in escrow by the Company and shall be paid to the employee after the employee has completed three years of continuous service at the new plant location.

ARTICLE XXX - SUBCONTRACTING

30.01 The Company shall have the right to subcontract work in the following circumstances:

(a) Where the Company does not have the personnel or equipment to perform the work.

(b) Where said subcontracting shall not result in a reduction of the work force or reduce the workweek below 40 hours.

(c) The Company will attempt to perform by overtime work that is normally subcontracted; however, this decision shall be arbitrary and within the sole discretion of the Company.

(d) In the event the Company shall subcontract work normally performed by the bargaining unit, the Stewards shall be advised on the reasons for said subcontracting.

ARTICLE XXXI - SICK TIME

31.01 It is agreed that all employees shall be entitled during each calendar year of actual service to sick leave with pay of 40 hours. Employees with 25 years of service or more shall be entitled to one additional day (eight additional hours) of sick leave. Sick pay shall only be available in increments of 16 hours in any given months.

In order for an employee to receive sick pay, he must call in, or have notice of said illness given to his Supervisor prior to the start of the shift except for the second shift on Fridays, who are required to call in by 11:00 a.m. on Friday. (In the event a third production shift will be established in the future, employees working on the third production shift are required to call in prior to 6:00 p.m. in order to receive sick pay.)

31.02 Any employee who has remaining sick leave for the calendar year shall receive the sum equal to his hourly base pay times 8 for each day of unused sick leave time, said

(d) All insurance benefits included in the Company's Insurance Program for employees in the bargaining unit shall continue for employees absent because of occupational injury or illness for a period of 36 months.

23.05 The Union shall receive the following information in reports with respect to the administration of the insurance plan:

(a) Copies of the various master policies issued by each insurance carrier providing benefits which may be disputed by the Company or the insurance carrier.

(b) Notice of claims of benefits which may be disputed by the Company or the insurance carrier.

23.06 New employees shall become eligible for the various insurance programs upon the completion of 90 days service, except for long-term disability, AD&D and life insurance, which becomes effective the first calendar day of the month following the end of probation. For those insurance plans requiring enrollment cards signed by each employee, only those employees signing such application cards will be covered.

ARTICLE XXIV - PENSION

24.01 The parties hereto agree to participate in the IUE-CWA Pension Fund in accordance with the terms and provisions of Exhibit "D" entitled "Participation Agreement," attached hereto and made a part hereof as if fully set forth herein.

24.02 The costs of the pension program are set forth in Section 2(A) of said "Memorandum of Agreement," Exhibit "D" herein, and shall be borne completely by the Company.

ARTICLE XXV - REST PERIODS AND CLEAN-UP TIME

25.01 Each employee shall be granted two ten-minute breaks as set forth in Article 13.02.

ARTICLE XXVI - SAFETY AND HEALTH

26.01 (a) The Company and Union will each appoint at least one person to a safety committee, whose duty will be to promote, encourage and carry out provisions to insure proper safety practices and conditions for all employees. The committee will determine what protective devices should be provided to protect employees' health from hazards and injuries. The safety committee shall schedule a monthly safety inspection, each said monthly inspection shall be at least three weeks apart.

(b) All safety devices either furnished or required by the Company shall be worn at all times by employees. Any employee failing to comply with this requirement shall be subject to discipline or discharge.

(c) The Company agrees to furnish each employee, at employee's option, up to nine uniforms, the cleaning cost of which shall be shared equally between the Company and each respective employee.

(d) Company will furnish one pair of designated type safety shoes per contract year to employees in the following classifications:

- (1) Casters; Caster Helper; Senior Smelter; Basic Laborers.

Company will furnish one pair of designated type of safety shoes every two contract years to employees in the following classifications:

- (2) Maintenance men; Toolmakers; Mold Cleaners; Shipper/Receiver; Caster Cleaners.

The maximum Company contribution to the purchase of safety shoes will be \$90 for all employees.

(e) Company will provide, when necessary, one pair of prescription safety glasses per calendar year. In the event the prescription safety glasses are damaged in the course of employment, the Company will provide a second pair. In no event shall more than two pairs of glasses be provided. The Company will pay up to \$75.00 per pair for prescription safety glasses.

(f) Company will provide first aid and C.P.R. training to at least one or two employees on each shift.

ARTICLE XXVII - TOOLS

27.01 The Company will furnish all tools necessary for employees to perform their tasks efficiently, except those employees in those occupations where standard tools are part of the trade. It shall be the employee's duty to care for and protect all tools furnished by the Company.

ARTICLE XXVIII - NON-BARGAINING UNIT EMPLOYEES

28.01 The Company agrees that non-bargaining unit employees will not perform bargaining unit work; however, it is agreed that supervisory personnel and other specially skilled non-Union employees may be utilized in the resolution of production problems such as engineering changes, production modifications and the training and instruction of production employees, and the respective Stewards shall be advised in these cases.

28.02 In the case of machine maintenance in the Toolroom, the Company has the right to subcontract the necessary maintenance work during shutdown, if the designated Class "A" Toolmakers are either not qualified to do the required maintenance work or are refusing to work during shutdown. Notice of the availability of the work must be given to the Toolroom employees by March 31 of each year. The employees' agreement to work during plant shutdown must be delivered to the Company by April 30 of each year.

ARTICLE XXIX - MOVEMENT OF WORK

29.01 Employees will have the right of preferential transfer if the Company discontinues the work performed at the Greensburg, Pennsylvania, plant to a new location and will carry all service credits and seniority accrued by them.

29.02 In the event the new location is outside a 50-mile radius from the present Greensburg, Pennsylvania location, the Company agrees to reimburse any employee so transferring the cost of moving his or her household goods, not to exceed the sum of \$300 to a new residence, which residence shall be at least 35 miles from the former residence.

29.03 The sum to be reimbursed shall be placed in escrow by the Company and shall be paid to the employee after the employee has completed three years of continuous service at the new plant location.

ARTICLE XXX - SUBCONTRACTING

30.01 The Company shall have the right to subcontract work in the following circumstances:

(a) Where the Company does not have the personnel or equipment to perform the work.

(b) Where said subcontracting shall not result in a reduction of the work force or reduce the workweek below 40 hours.

(c) The Company will attempt to perform by overtime work that is normally subcontracted; however, this decision shall be arbitrary and within the sole discretion of the Company.

(d) In the event the Company shall subcontract work normally performed by the bargaining unit, the Stewards shall be advised on the reasons for said subcontracting.

ARTICLE XXXI - SICK TIME

31.01 It is agreed that all employees shall be entitled during each calendar year of actual service to sick leave with pay of 40 hours. Employees with 25 years of service or more shall be entitled to one additional day (eight additional hours) of sick leave. Sick pay shall only be available in increments of 16 hours in any given months.

In order for an employee to receive sick pay, he must call in, or have notice of said illness given to his Supervisor prior to the start of the shift except for the second shift on Fridays, who are required to call in by 11:00 a.m. on Friday. (In the event a third production shift will be established in the future, employees working on the third production shift are required to call in prior to 6:00 p.m. in order to receive sick pay.)

31.02 Any employee who has remaining sick leave for the calendar year shall receive the sum equal to his hourly base pay times 8 for each day of unused sick leave time, said

payment to be made in the pay immediately preceding Christmas. In addition, each employee shall receive a bonus of \$25 for each eight hours of remaining sick leave available to his credit. In the event remaining time is less than a full eight hours, the bonus shall be prorated on a hourly basis. All absences shall be charged to available sick leave.

31.03 In the event that an employee is laid off, retires, resigns or is terminated for any reason, he shall receive with his final pay any unused sick leave pay, which pay shall be prorated on the basis of 3.33 quarter hours for each complete calendar month worked, provided that, in case of resignation, he gave the Company one week's written notice.

31.04 All absences for employees working a Toolroom schedule, after working eight hours, at employee's option, may be compensated with sick leave for the remaining time lost. Charge for sick leave shall be up to eight hours or 10 hours at employee's option.

ARTICLE XXXII - GENERAL

32.01 All economic benefits in effect prior to this Agreement shall continue in effect unless amended or changed herein.

ARTICLE XXXIII - TERMS AND TERMINATION

33.01 This Agreement expresses the understanding of the parties in regard to matters deemed by them to be applicable to the bargaining unit and it will not be changed or modified except by mutual agreement.


33.02 This Agreement shall become effective on April 30, 2011, and shall continue in effect to and including midnight of April 29, 2014.

33.03 This Agreement shall be renewed automatically from year to year thereafter unless either party shall give written notice not less than 60 days prior to April 29, 2014.

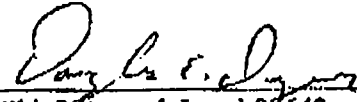
33.04 The giving of such notice by either party of its intent to amend or terminate the Agreement shall prevent the automatic renewal of this Agreement. It is further agreed that upon receipt of such notice, negotiations between the parties shall commence not less than 30 days nor more than 60 days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IUE-CWA, The Industrial Division of the
Communications Workers of America, AFL-
CIO-CLC,



President, Local 88643



Chief Steward, Local 88643
IUE-CWA, AFL-CIO-CLC



International Representative

PIAD PRECISION CASTING
CORPORATION



EXHIBIT "A"
JOB CLASSIFICATION - WAGES

| | <u>2011-2012</u> | <u>2012-2013</u> | <u>2013-2014</u> |
|--------------------|------------------|------------------|------------------|
| Toolroom Group A | \$21.71 | \$22.36 | \$23.03 |
| Toolroom Group B | \$21.04 | \$21.67 | \$22.32 |
| Toolroom Group C | \$20.42 | \$21.04 | \$21.67 |
| Maintenance Man | \$19.55 | \$20.14 | \$20.74 |
| Senior Smelter | \$19.33 | \$19.91 | \$20.51 |
| Mold Cleaner | \$19.31 | \$19.89 | \$20.49 |
| Caster | \$18.96 | \$19.53 | \$20.12 |
| Shipper - Receiver | \$17.76 | \$18.29 | \$18.84 |
| Inspector | \$17.76 | \$18.29 | \$18.84 |
| Caster Helper | \$17.48 | \$18.00 | \$18.54 |
| Caster Cleaner | \$16.33 | \$16.82 | \$17.32 |
| Basic Labor | \$12.69 | \$13.07 | \$13.46 |

1. Caster Cleaner Wages

Any new employee hired after May 1, 2011 who is hired into or bids into the Caster Cleaner position shall immediately be paid an hourly rate of \$10.50 for the first 90 calendar days of employment. Thereafter, an employee's hourly rate that bids into the Caster Cleaner position shall increase in 48 increments based on the difference between \$10.50 and \$15.25 which will be the new maximum rate for the Caster-Cleaner position.

2. New Employees Hired After May 1, 2006

(a) Any new employee hired after May 1, 2006 into the Basic Labor position shall immediately be paid an hourly rate of \$10.50. After having completed 90 calendar days of employment, a wage progression will start at 1/12th the difference between \$10.50 and \$12.69.

(b) All employees hired before May 1, 1997 are considered having completed their progression period for all classifications that require progression.

(c) Any new employee hired after May 1, 1997, who is hired into the classifications listed below, or bids into the classifications listed below, shall immediately be paid an hourly rate of \$10.50 for the first 90 calendar days of employment, the hourly rate shall increase in 48 increments based on the difference between \$10.50 and the applicable hourly rate for the applicable classification in the year of hire.

Caster Helper
Caster Cleaner
Shipper - Receiver
Inspector
Caster
Senior Smelter
Mold Cleaner

(d) If an employee in progression bids into another classification which requires progression and has already completed 38 months or more, he will be considered as having already completed 38 months of progression in the new classification.

(e) If an employee in progression bids into another classification that requires progression and has completed less than 38 months his actual progression time will be applied to the new classification.

EXHIBIT "B"
TOOL AND MOLDBAKER

GROUP A - An employee of this classification shall have the following qualifications:

1. To plan and construct highly intricate molds, tool and fixtures, to close tolerances, this may involve a considerable amount of layout and development work.
2. To do all necessary machine operations such as shaping, grinding, milling, turning, boring, reaming, tapping, fitting and adjusting.
3. To construct a mold from a layout on a part drawing without instructions.
4. To plan step after step until mold is completed for casting production.
5. To choose right size of material, locations for screws, pins and positioner to insure proper function and life of the mold.
6. Inspect samples and make necessary corrections on mold.

Two Group A Tool and Moldmaker employees shall be designated as "Group A - Special" and in addition to the above six requirements, shall be required to:

Perform welding required in the repair and rework of molds and the maintenance of toolroom machinery and equipment.

The selection of the employees obtaining these two positions shall be as a result of job bidding with a wage differential of \$.50 per hour over the applicable Group A Toolroom rate.

GROUP B - An employee of this classification shall have the following qualifications:

1. To plan and construct a wide variety of molds, tools and fixtures, to close tolerances, this work may involve layout and development work which does not require a very high skill.
2. To do all necessary machine operations such as shaping, grinding, milling, turning, boring, reaming, tapping, fitting and adjusting.
3. To construct a mold from a layout on a part drawing with some major instructions.
4. To plan step after step until mold is completed for casting production.

GROUP C - An employee of this classification shall have the following qualifications:

1. To build a variety of molds, tools and fixtures to close tolerances, mainly molds for less intricate parts with only a few divisions and separations which do not require highly-skilled developing, fitting and adjusting work.

2. To do all necessary machine operations such as shaping, grinding, milling, turning, boring, reaming and tapping.
3. To plan step after step with instructions until mold is complete for casting production.

MAINTENANCE MAN – An employee of this classification should have the following qualifications:

1. Build, rebuild and repair machine parts, fixtures and mechanisms. This can require all necessary operations such as welding, shaping, grinding, milling, turning, boring, reaming, tapping, fitting and adjusting.
2. To do all machine and fixture set up to close tolerances in the casting cleaning department.
3. Repair and maintain furnaces, except refractory work, heating, air conditioning, electrical and mechanical components.
4. Make repairs and replacement to piping and plumbing such as faucets, gaskets, simple valves. Cut thread pipe to length.
5. Install and set up equipment, machinery and fixtures in a location and secure to the wall or floor if necessary.
6. Minor electrical wiring for equipment, machinery or fixtures as required.
7. Routine lubrication of equipment, machinery as recommended.
8. Welding off miscellaneous castings, structures, shapes and items in the maintenance of plant equipment, machinery and new developments.

MOLD CLEANERS – An employee of this classification shall have the following qualifications:

1. To check existing molds and determine if they are functioning properly.
2. To take molds apart in order to replace worn out parts such as cores or inserts.
3. To do all necessary work operations required for a replacement such as welding, milling, turning, boring, tapping, fitting and adjusting.
4. To keep molds in proper condition during a production run; this includes cleaning, readjusting, fitting and venting.
5. To read and understand blueprints.
6. To do simple layouts and calculations.

SENIOR SMELTERS – An employee of this classification should have the following qualifications:

1. Take given amounts of material out of stock.
2. Charge all furnaces according to allowed specifications.
3. Control temperatures and time clock and other controls on all furnaces.
4. Mix and allow all PIAD materials.
5. Maintain and change crucibles.
6. Maintain and rebuild all furnace refractory.
7. Be able to adjust and rework material to needed standards.
8. Take care of appropriate paper work.
9. Check material for proper conditions.
10. Control metal temperature for quality production.
11. Separate different alloys from cut off and dross.
12. Must be able to make the decision on whether crucible must be changed or repaired.
13. Be able to handle heat treating furnace.
14. The Senior Smelter with little supervision should be able to fulfill all necessary needs of each Caster during a normal work day. He should also be able to accurately estimate the amount of the material needed during that work day.

CASTER

GROUP A - An employee of this classification shall have the following qualifications:

1. To pour and mold ordered for production.
2. To produce precision casting according to quality standards set by Company, independent of alloy, configuration and multiplicity of mold.
3. After a short initial period to determine all critical variables like size of ladle, pouring pressure, temperature of metal, position and movement of mold, temperature of mold.
4. To maintain these variables over any production period.
5. To make first visual inspection on castings produced by him and correct appearing faults.

6. To reach given time standard with 90% of all molds poured by him.
7. In recognition of the increased physical demand on the caster when using a number 7 ladle, the Company will pay an additional \$2.00 per hour for all hours worked with a number 7 ladle for the Machine Caster; \$2.20 per hour for the Table Caster; \$1.00 per hour for the Caster Helper Machine; and \$1.10 per hour for the Caster Helper Table. This additional reimbursement will not be considered in calculating incentive. The decision to use a number 7 ladle rest with the supervisor. The number 7 ladle premium will remain in affect until the number 7 ladle molds have been studied in accordance with the agreed to allowance standards.

SHIPPER - RECEIVER- An employee of this classification shall have the following qualifications:

1. To ship and receive all outgoing and incoming materials according to established procedures by the Company, which may include: Counting, weighing, load and unloading, including driving a towmotor, recording, identifying, sorting, packing, scheduling in and outgoing trucks, writing receiving forms, distributing incoming material to the proper departments, keep shipping and receiving log, take care of monthly PIAD casting and material inventory.

SMELTERS AND FURNACE PREPARATION- An employee of this classification shall have the following classifications:

1. To take given amounts of materials out of stock.
2. To charge all furnaces according to alloy specifications.
3. To control temperatures and time clock and other controls on all furnaces.
4. To mix and clean different alloys.
5. To maintain and change crucibles.
6. To maintain all furnace refractory.

VISUAL INSPECTOR- An employee of this classification shall have the following responsibilities and qualifications:

1. Responsibilities

- 1.1 To inspect the daily production of casting from each caster for visual defects as outlined and clarified in our visual defect guide.

- 1.2 To establish exact counts of acceptable pieces and rejected pieces and record such counts onto Form Number P33-93.

1.3 To create a travel job order card and attach to product in case of partial production or attach complete job order when order is complete.

1.4 Perform basic measurements on castings using dial calipers.

1.5 Inspect dimensions on castings using Go-NoGo gauge.

1.6 Perform die penetrant inspection on castings to check for cracks.

2. Qualifications

2.1 High school diploma.

2.2 Ability to perform basic blue print reading.

2.3 Ability to take measurements with calipers.

2.4 Ability to understand and perform die penetrant testing.

2.5 Possess basic personal computer operating skills.

HELPER - CASTER- An employee of this classification should have the following classifications:

1. Help Caster pour 2-man molds to PIAD production standard.
2. Be able to determine proper blackwashing, cooling off cores and tilting molds, assist Caster with quality casting productions.
3. Handle molds with care and avoid mechanical damage on any mold part.

CASTING - CLEANER- An employee of this classification shall have the following qualifications:

1. Be able to cut off all gates and risers on casting to required tolerance using all equipment including cut off saws, hand saws, lathes and shears.
2. Be able to grind castings to required tolerances on all available equipment, including belt, disc, flat and wheel sanders.
3. Be able to deburr, file and straighten castings to required tolerance using all types of hand tools.

BASIC LABOR - An employee of this classification shall have the following duties:

To load and unload trucks, move material, janitor services, separate material, empty dross, skim dross, fill blackwash drains, drive towmotor, store material, filter and clean blackwash, separate dross, painting, set up molds for preheating, operate blast tumbler and any other vibratory finishing equipment for the purpose of removing sand cores.

GROUP LEADER - TOOLROOM

In the absence of a direct Toolroom Supervisor, the Group Leader's responsibilities will include all activities normally performed by the Toolroom Supervisor, except he shall have no right to discipline.

FOUNDRY GROUP LEADER

A group leader in PIAD's operation shall perform the duties and responsibilities outlined below.

Specific duties include but are not limited to:

- Welding of castings.
- Heat treating of castings.
- Testing of material properties.
- Training of new casters.
- Participate in safety committee.
- Participate in mold review.
- Participate in problem solving meeting.
- Participate in dross reduction program.
- Participate in prototyping.
- Monitor all foundry supplies.

The Company selects the employee to fill the Group Leader position based on ability to perform the foundry jobs. The Company also retains the right to discontinue the use of group leaders.

- The pay for the Group Leader position is 10% of the smelter rate added to the smelter rate.
- An employee accepting the Group Leader position must remain in this position a minimum of 18 months unless both parties agree otherwise.
- If a Group Leader resigns from his position he will be classified as a caster.
- These Group Leaders will start work one half hour before the start of the Caster shift.

EXHIBIT "C"
INSURANCE SCHEDULE

| <u>Employee Only</u> | <u>Annual Earnings</u> | <u>Benefit</u> |
|-------------------------------------|---|------------------------------|
| A. <u>Life Insurance</u> | Employee's income is \$5,000 or less | \$5,000.00 |
| | Employee's income is More than \$5,000 | 1½ times basic annual pay |
| B. <u>Death & Dismemberment</u> | Employee's income is \$5,000 or less | \$5,000.00 |
| | Employee's income is More than \$5,000 | 1½ times basic annual pay |

Life Insurance and Accidental Death and Dismemberment reduce by 50% at age 70. Employee will receive two times the amount shown for accidental death occurring while a fare-paying passenger on a common carrier (airplane, train, bus, taxi, etc).

Weekly Accident and Sickness Benefit- May 1, 2011 to April 30, 2012 - \$375 per week beginning on the first day of hospitalized illness/accident, eighth day of other illness. Reimbursable to extent covered by Workers' Compensation. May 1, 2012 to April 30, 2013 - \$400 per week. May 1, 2013 to April 30, 2014 - \$425 per week. The weekly accident and sickness benefit for employees classified as Basic Labor will be \$320.00 per week for the term of this Agreement.

Total of 13 weeks. Long term disability begins after 13 weeks. Long term disability Insurance coverage is not available until an employee has been employed for a period of 90 calendar days. Payment begins on the ninety-first day and continues until the employee recovers, or to age 65 for sickness, or to age 65 for accident.

Medical and Hospitalization Insurance- Employee and Family Members - Effective after 90 calendar days after employment. (Note: Family members include spouse and children to age 26).

Primary - For the term of this Agreement, the Company agrees to maintain the Highmark PIAD Custom Plan.

Employee weekly contributions to the cost of the medical and hospitalization insurance are illustrated below:

| <u>Effective:</u> | <u>05/01/2011</u> | <u>05/01/2012</u> | <u>05/01/2013</u> |
|------------------------|-------------------|-------------------|-------------------|
| Single: | \$22.17 | \$26.17 | \$31.17 |
| Parent/Child/Children: | \$43.83 | \$47.83 | \$52.83 |
| Husband and Wife: | \$54.15 | \$58.15 | \$63.15 |
| Family: | \$64.61 | \$68.61 | \$73.61 |

For the term of this Agreement, the parties agreed to cooperate in efforts to control medical costs. Consistent with this cooperation, the Company will solicit alternative medical insurance from various providers with comparable benefits. Any new benefit plan and the new provider needs to be agreed to by the Union.

NOTE: Any employee who is able to terminate his medical or hospitalization insurance because his spouse has medical and hospitalization insurance available from her employer, shall receive, on a quarterly basis payments based upon the monthly amounts illustrated below. The payments made by the Company for the employee during the term of this Agreement will be capped as follows:

| | |
|---------------|----------|
| Family: | \$385.00 |
| Husband/Wife: | \$340.00 |
| Parent/Child: | \$300.00 |

The parties agree to maintain the Employee Medical Opt-Out Quarterly Payments for the term of this Agreement, provided the Federal Government or the Insurer does not terminate the Opt-Out payments sooner. At the end of the term of this Agreement, the Employer will have the discretion to amend, modify or terminate the Employee Medical Opt-Out Quarterly Payments.

Dental Coverage Program - The parties agree to adopt the BlueEdge Dental Plan. Effective May 1, 2011, the Employees shall pay any excess premium over \$21.00 for Single coverage and \$24.00 for Family coverage.

Vision Program - The parties agree to adopt the Fashion Focus V plan. Effective May 1, 2011, the Employees shall pay any excess premium over \$7.50 for Single coverage and \$9.00 for Family coverage.

Section 125 Cafeteria Plan - The Company will continue the Section 125 Cafeteria plan for the purpose of making employee pre-taxed medical contributions.

EXHIBIT "D"

PENSION PLAN

Agreement made and entered into this 30th day of April, 2011, by and between PIAD Precision Casting Corporation (hereinafter referred to as the "Employer") and Local No. 88643, IUE-CWA affiliated with the Communication Workers of America AFL-CIO, CLC (hereinafter referred to as the "Union" and subject to the ratification of the Collective Bargaining Agreement by the Union's membership).

Section 1.

A. By an Agreement and Declaration of Trust made as of the 30th day of April, 1958, between the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO and various employers who are or may become parties thereto, a Trust Fund designated as the "IUE-CWA Pension Fund" (hereinafter referred to as the "Pension Fund") was established.

B. To provide retirement benefits from contributions to said Pension Fund, the Trustees established the IUE-CWA Pension Plan (hereinafter referred to as the "Pension Plan").

C. Such Pension Fund and Pension Plan is now in full force and effect and is in full and complete compliance with the Labor Management Relations Act of 1947, as amended; the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated there under; and qualified as an exempt trust pursuant to the applicable provisions of the Internal Revenue Code of 1986.

Section 2.

A. The Employer agrees to pay to the Pension Fund on behalf of each employee covered by this Agreement, for each hour for which said employee receives pay:

- (i) effective May 1, 2011 the sum of 94 cents.
- (ii) effective May 1, 2012 the sum of \$1.00.
- (iii) effective May 1, 2013 the sum of \$1.06.

B. Pay is hereby defined to include all hours of work, including hours for which wages are paid regardless of whether actual work is performed or not, including but not limited to holidays, vacations, paid sick leave and the like. The payments shall be made monthly and shall be due on or before the 10th day of the month following the calendar month in which the employee receives said hourly pay; however, with respect to newly hired employees, the Employer shall commence payment of the contributions to the Pension Fund at the conclusion of said employee's probationary period, as defined in the collective bargaining agreement, or 60 calendar days from said employee's date of hire, whichever is earlier, provided that the initial contribution is retroactive to said employee's date of hire. The Employer shall complete and file remittance reports prescribed by the Pension Fund and shall furnish the Union with a copy of each remittance report submitted to the Pension Fund.

C. It is understood that the aforesaid payments shall not be increased because of overtime pay differentials elsewhere provided in the collective bargaining agreement.

D. The payments shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the Pension Plan as amended by the Trustees from time to time. The Board of Trustees may require a mandatory increase to the rate of contribution so that an Employer may remain a Contributing Employer to the Pension Fund and may further exclude such required contribution rate increases from benefit rate calculations under the Pension Plan. For purposes of determining benefits, mandatory minimum rate of benefit accrual, determined by the Trustees, shall apply only to Continuous Credited Service accumulated after the effective date of each such contribution increase. In the event the Board of Trustees reduces the rate of benefit accrual for participants attributable to contributions provided herein, the reduced rate of benefit accrual shall only apply to service after the date on which the Board of Trustees have determined that a reduction in benefit accrual is applicable to the Employees covered by this Agreement.

E. The Employer agrees to become a party to said Agreement and Declaration of Trust establishing the said Pension Fund and agrees to be bound by all terms and provisions of said Agreement and Declaration of Trust and designates as its representative such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in a manner provided in said Agreement. A copy of said Agreement and Declaration of Trust is to be annexed to the collective bargaining agreement upon execution thereof.

F. The Employer, on behalf of itself, and the Union, on behalf of the employees on whose behalf contributions are made to the Pension Fund, including Participants as defined in the Plan and their beneficiaries, hereby agree that the arbitration provisions contained in the Pension Plan shall be final and binding.

G. It is understood and agreed that the Pension Plan referred to herein shall at all times qualify for approval by the Internal Revenue Bureau of the U. S. Treasury Department so as to allow the Employer an income tax deduction for the contributions paid herein.

H. For the purpose of this Memorandum of Agreement, all employees coming under the work classifications covered by this Agreement shall be considered covered by the collective bargaining agreement as of their first day of employment with the Employer, regardless of such trial or other waiting periods as may apply to other sections. of the bargaining agreement.

Section 3.

The parties agree that, except as provided by the Employee Retirement Income Security Act of 1974, as amended, and such other laws that may be enacted from time to time, and except as may be otherwise provided herein, the Employer's obligation to the Pension Fund shall be fulfilled at the time the Employer makes the contributions to said Pension Fund in the amount and in the manner provided herein and provided further that upon making said contributions as aforesaid the Employer shall be relieved and discharged from any further obligations to said Pension Fund. Notwithstanding the foregoing, the Pension Fund shall have the right to collect all

costs, including but not limited to costs associated with litigation incurred in collecting delinquent Employer contributions. Such costs include, but are not limited to auditors' fees, interest, liquidated damages, costs, and attorneys' fees.

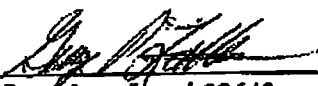
Notwithstanding any other agreement between the Employer and the Union, the Employer agrees that its obligations to the Pension Fund and the Pension Plan during the term of the agreement are set forth in this separate Memorandum of Agreement and in the event of any conflict between this Memorandum of Agreement and any other agreement between the Employer and the Union the terms of this Memorandum of Agreement shall be controlling.

This Agreement shall remain in full force and effect up to and including Midnight April 29, 2014.


IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

IUE-CWA, The Industrial Division of the
Communications Workers of America, AFL-
CIO-CLC,


PIAD PRECISION CASTING
CORPORATION



President, Local 88643



Holger Schweisthal, President



Chief Steward, Local 88643
IUE-CWA, AFL-CIO-CLC



International Representative

EXHIBIT "E"
VOLUNTARY POLITICAL CONTRIBUTIONS

On this 28th day of April, 2006, it is agreed between PIAD Precision Casting Corporation and IUE-CWA, Local 88643 (hereinafter the "Union") that the following understanding has been reached in connection with the Union's request to make deductions for voluntary political contributions from the paychecks of Company employees represented by the Union.

1. The designated financial office of the Union will furnish to the Company for each employee for whom a deduction is to be made an authorization card signed by the employee containing the following information:

- (a) Name and address
- (b) Plant
- (c) Department Number
- (d) Social Security Number
- (e) Amount to be deducted each period
- (f) Employee status

Cards that cannot be processed will be returned to the designated financial officer of the local Union for correction.

2. The Company will make such authorized deductions from checks for the _____ pay period ending in each deduction period commencing _____ and continuing while such authorization is in effect. Deductions will be made from any checks prepared for the employee through regular payroll processing but will not be made from checks prepared through special payroll processing.

3. A deduction not made in one period will not be carried forward to a subsequent month.

4. For each deduction period, the Company will issue a single check, or by electronic transfer where possible, payable to the IUE-Cope care of the International Union for deductions made the preceding period. Overpayment to the Union resulting from cancelled employee authorizations will be recovered in a subsequent period.

5. A computer-generated, machine readable where possible, listing also will be forwarded which will indicate the name, address, payroll locations code, local union number, full social security number, and the amount deducted for each employee that pay period. Year-to-date deduction totals for each employee will also be included in the report:

6. The Union will pay the Company the actual costs of initial setup and programming, of general administration, computer and machine time, and of processing new authorization changes or cancellations. Provided, however, the Union and Company must agree on these costs prior to the implementation of this program.

7. The Company will bill the International Union for the amounts owed pursuant to paragraph 6 above, which bill shall be paid in the month following the month in which billed.

8. The amounts set forth in paragraph 6 above may be increased or decreased by the Company from time to time as experience dictates, upon notice to the Union.

9. Employees who wish to cancel their authorization for payroll deductions will sign a card supplied by the Union for that purpose. Refunds will be the responsibility of the Union.

10. The designated financial officer of the Union will collect and forward as one transmittal all signed authorization cards and cancellation cards for the initial processing and for each period to the Company.

11. An authorization card that is not revoked by the employee shall continue in effect upon reinstatement to active status in the same employing unit provided the employee's record is still being maintained by the employing unit's payroll department.

EXHIBIT "F"
LIGHT DUTY ASSIGNMENT AGREEMENT

Mr. Robert Sever
International Representative
IUE-CWA, AFL-CIO-CLC
The Industrial Division of the Communications
Workers of America, and Local 88643 District 1
111 Whitehead Lane, Suite 2
Monroeville, PA 15146-2715

Re: Light Duty Assignment Agreement

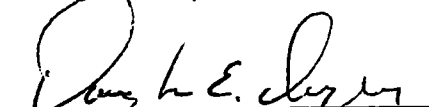
Dear Mr. Sever:

The purpose of this letter agreement is to confirm the parties' agreement concerning light duty assignments.

The Employer will have the right to assign employees who have suffered work-related or non-work related injuries and illnesses to temporary light duty work. These assignments will be limited to the caster-cleaner position. Light duty assignments will be temporary, not to exceed 16 weeks per year. The purpose is to assist employees' transition back to unrestricted full-time employment. Employees assigned to light duty work will be paid the caster-cleaner rate at the appropriate progression. Employees assigned to light duty work must be capable of performing at least 75% of standard. Such assignments will be made on a first come, first serve basis. There may be up to four light duty assignments at any one time. Employees assigned light duty work will be eligible for overtime work. However, employees assigned to light duty work will not be eligible to bid on job vacancies until they are released to perform the full scope of the vacant position without restrictions. The restriction concerning job vacancies does not apply to employees who would be considered qualified disabled employees under the Americans With Disabilities Act or the Pennsylvania Human Relations Act.

If the employees have fully recovered from their illness or injury prior to the expiration of the 16th week of light duty, they will be returned to the regular bid position. If employees are not able to perform at 75% of standard or are not able to perform the full scope of their regular bid position at the end of the 16th week of light duty, the employees shall be returned to Workers' Compensation, S&A or LTD benefits, whichever is applicable.


George Latta


For IUE-CWA Local 88643


Holger Schweisthal

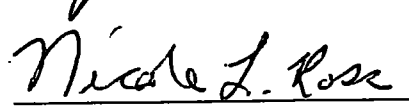

For PIAD

EXHIBIT "G"
LETTER AGREEMENT INVENTORY BACKUP LIST

Mr. Robert Sever
International Representative
IUE-CWA, AFL-CIO-CLC,
The Industrial Division of the Communications
Workers of America, and Local 88643, District 1
111 Whitehead Lane, Suite 2
Monroeville, PA 15146-2715

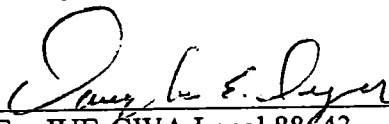
Re: Letter Agreement Inventory Backup List

Dear Mr. Sever:


The purpose of this letter agreement is to confirm the parties' agreement concerning the creation of a backup list for inventory work. The Employer agrees to post a backup list annually for employees to sign. The Employer will choose employees from this list to perform the inventory work.



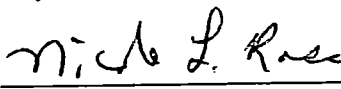
George Latta



For IUE-CWA Local 88643



Holger Schweisthal



For PIAD

EXHIBIT "H"
LETTER AGREEMENT SECTION 15.13(B) TRANSFERS

George P. Latta
President
IUE-CWA, Local 88644
The Industrial Division of the
Communication Workers of America and
Local 88643 District 1
111 Whitehead Lane, Suite 2
Monroeville, PA 15146-2715

Re: Letter Agreement Section 15.13(b) Transfers

Dear Mr. Latta:


The purpose of this Letter Agreement is to confirm the parties understanding concerning employee transfers pursuant to Section 15.13(b). Following the ratification of the 2006 Agreement, the Company agrees that it will keep confidential all employee information related to transfers made pursuant to Section 15.13(b). The Company further agrees that it will not share such information with any prospective employers.

George Latta



For IUE-CWA Local 88643

Holger Schweisthal



For PLAD

EXHIBIT "J"
LETTER AGREEMENT – FOUNDRY INCENTIVES

April 28, 2011

George P. Latta
President
IUE-CWA, Local 88644
The Industrial Division of the
Communication Workers of America and
Local 88643, District 13
111 Whitehead Lane, Suite 2
Monroeville, PA 15146-2715

Re: Letter Agreement – Foundry Incentives

To enhance the Company's Foundry Incentive Program, within six weeks of ratification of the 2011 Agreement, the Company and the Union agree to employ separate consultants to establish the time study allowance factors associated with the PIAD foundry process. Upon agreement on the allowance factors, the Company agrees to employ a consultant to conduct time studies of the castings jobs to establish goals, rates and incentives beyond those rates. Thereafter, the Company agrees to conduct additional time studies of castings not previously studied during the initial review at the request of the Union.

George Latta

Holger Schweisthal


For IUE-CWA Local 88643


For PIAD

EXHIBIT "I"
OUTSOURCING OF FINISHING DEPARTMENT WORK

Robert L. Sutton
International Staff Representative
IUE-CWA Region Seven, AFL-CIO-CLC
103 W. Market Street, Suite 105
Warren, OH 44481

Re: Outsourcing of Finishing Department Work

Dear Mr. Sutton:

The purpose of this Letter Agreement is to confirm the parties' agreement concerning the outsourcing of Finishing Department work agreed to during the 2009 negotiations of a new Collective Bargaining Agreement ("2009 CBA").

During the 2009 negotiations, the parties recognized that PIAD is now facing global competition. The parties also recognized that one way to help PIAD compete is for PIAD to reduce its product costs. PIAD believes that by outsourcing its finishing work it will be able to reduce its costs and increase work for the Foundry.


Therefore, upon ratification of the 2009 CBA, the Union agrees that the Company has the right to outsource finishing work pursuant to this Letter Agreement notwithstanding the subcontracting restrictions of CBA Article XXX - Subcontracting.

1. The Company and Union agree that upon the ratification of the May 1, 2009 to Agreement, PIAD will have the right to outsource finishing department work. As PIAD outsources finishing department work it will also have the right to layoff finishing department employees and or permanently transfer finishing department employees to the foundry department. PIAD agrees to employ ten up to ten employees working in the finishing department. These ten employees will be the ten most senior currently working in the finishing department. See the attached list. As these ten employees vacate their positions - quits, retires, dies, bids to another position or is terminated for cause, PIAD will have no obligation to replace those ten employees. However, PIAD agrees to employ no less than six finishing Department employees during the term of this Letter Agreement.
2. Laid-off employees will be recalled to unfilled bid positions.
3. All laid-off employees will be eligible to elect to continue their participation in medical benefits pursuant to COBRA and the American Recovery and Reinvestment Act of 2009 relating to the premium assistance for COBRA continuation coverage.

4. The Employer agrees to apply for extended Unemployment Compensation Benefits pursuant to the laws of the Commonwealth of Pennsylvania.
5. The Employer will continue to make finishing work available to employees who seek medical transfer pursuant to Article 15 – Transfer, Section 15.13(b). This Agreement does not affect the parties' Letter Agreement concerning Light Duty. Medical transfers and Light Duty assignments will not count in the number of employees agreed to in the Outsourcing Letter Agreement, paragraph no. 1.
6. The parties agree that nothing in this Letter Agreement should be construed to restrict PIAD's right to shut down its operation for longer periods of time or lay employees off during the term of this Letter Agreement or thereafter pursuant to its rights in Article VI - Management Clause. The Parties agree that PIAD will have the right to outsource finishing department work for a period of three years from the ratification of the 2009 CBA with this agreement ending on April 30, 2012.


If the above is consistent with your understanding of our agreement, please sign where appropriate below.

Very truly yours,



Holger K. Schwcisthal
President

On Behalf of:
IUE-CWA Region Seven, AFL-CIO-CLC



Robert L. Sullon
International Staff Representative

Protected Employees Under Paragraph #1

Blon, B.
Myers, Bruce.
Robinson, T.
Irwin, H.
Dempsey, S.
Harshell, D.
Machesney, G. -- workers' compensation, possible return
Shean, K.